

RESOLUTION NO. 3346

RESOLUTION APPROVING THE "MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF
LODI AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245.

RESOLVED, that the "Memorandum of Understanding
Between the City of Lodi and International Brotherhood of Electrical
Workers, Local 1245," dated January 21, 1970, a copy of which is
annexed hereto and made a part hereof as if set forth *in* full herein,
be and the same is hereby approved and adopted by the City Council
of the City of Lodi.

Dated: January 21, 1970

I hereby certify that Resolution No. **3346** was passed
and adopted by the City Council of the City of Lodi in
regular meeting held January 21, 1970 by the following
vote:

Ayes: Councilmen - Brown, Culbertson, Hunnell,
Schaffer and Kirsten

Noes: Councilmen - None

Absent: Councilmen - None



City Clerk

City of Lodi, California

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

This Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electrical Workers, Local 1245 constitutes the results of meeting and conferring in good faith as prescribed in Section 3505 of the Government Code of the State of California. The salaries and fringe benefits set forth in this agreement have been mutually agreed upon by designated representatives of the City of Lodi and the International Brotherhood of Electrical Workers, Local 1245, hereinafter called I. B. E. W. , and the signatories to this Memorandum of Understanding are the official representatives of said city and said employee organization.

This document shall be submitted to the City Council of the City of Lodi for that body's review and final determination.

In accordance with the terms and conditions of City of Lodi Resolution No. 3312 entitled, "Implementing Meyers-Milias-Brown Act By Establishing Procedures For Administration of Employer-Employee Relations Between The City of Lodi and Its Employee Organizations; And For Resolving Matters Affecting Employment" formal recognition of the I. B. E. W. for purposes of meeting and conferring in good faith **as the** majority representatives of

Utilities Department employees has been granted in the following classes:

Apprentice Electrical Technician
Apprentice Electrician
Apprentice Lineman
Electrical Estimator
Electrical Estimator Assistant
Electric Meter Repairman-Inspector
Croundman
Line Foreman
Lineman
Line Truck Driver
Load Dispatcher
Utility Services Operator I
Utility Services Operator II
Utility Warehouseman-Clerk

The terms and conditions of this Memorandum of Understanding are applicable to the above enumerated classes which constitute the unit represented by the I. B. E. W.

The City of Lodi and the I.B.E. W. mutually agree that existing salaries, hours and other terms and conditions of employment of those classes constituting said unit and represented by the I. B. E. W. are amended as set forth herein and applicable ordinances, resolutions, rules and policies shall be appropriately amended to incorporate said agreements:

1. The City Council of the City of Lodi agrees to incorporate in a salary resolution to be effective September 1, 1969 the following salary adjustments:

CLASS

Apprentice Electrical Technician

Salary Range Effective 9-1-68 \$ 628 - 660 - 693 - 727

Salary Range Effective 9-1-69 \$ 676 - 710 - 745 - 782

CLASS

Apprentice Electrician

Salary Range Effective 9-1-68 \$ 628 - 660 - 693 - 727

Salary Range Effective 9-1-69 \$ 676 - 710 - 745 - 782

Apprentice Lineman

Salary Range Effective 9-1-68 \$ 628 - 660 - 693 - 727

Salary Range Effective 9-1-69 \$ 676 - 710 - 745 - 782

Electrical Estimator

Salary Range Effective 9-1-68 \$ 693 - 727 - 763 - 801 - 841

Salary Range Effective 9-1-69 \$ 727 - 763 - 801 - 841 - 883

Electrical Estimator Assistant

Salary Range Effective 9-1-68 \$ 598 - 628 - 660 - 693 - 727

Salary Range Effective 9-1-69 \$ 644 - 676 - 710 - 745 - 782

Electric Meter Repairman-Inspector

Salary Range Effective 9-1-68 \$ 693 - 727 - 763 - 801 - 841

Salary Range Effective 9-1-69 \$ 727 - 763 - 801 - 841 - 883

Groundman

Salary Range Effective 9-1-68 \$ 493 - 517 - 543 - 570 - 598

Salary Range Effective 9-1-69 \$ 530 - 556 - 584 - 613 - 644

Line Foreman

Salary Range Effective 9-1-68 \$ 763 - 801 - 841 - 883 - 927

Salary Range Effective 9-1-69 \$ 801 - 841 - 883 - 927 - 974

Lineman

Salary Range Effective 9-1-68 \$ 763 - 801 - 841

Salary Range Effective 9-1-69 \$ 801 - 841 - 883

CLASS

Line Truck Driver

Salary Range Effective 9-1-68 \$ 543 - 570 - 598 - 628 - 660

Salary Range Effective 9-1-69 \$ 584 - 613 - 644 - 676 - 710

Load Dispatcher

Salary Range Effective 9-1-68 \$ 693 - 727 - 763 - 801 - 841

Salary Range Effective 9-1-69 \$ 727 - 763 - **801** - 841 - 883

Utility Service Operator I

Salary Range Effective 9-1-68 \$ 628 - 660 - 693 - 727 - 763

Salary Range Effective 9-1-69 \$ 660 - 693 - 727 - 763 - 801

Utility Service Operator II

Salary Range Effective 9-1-68 \$ 660 - 693 - 727 - 763 - 801

Salary Range Effective 9-1-69 \$ 693 - 727 - 763 - 801 - 841

Utility Warehouseman-Clerk

Salary Range Effective 9-1-68 \$ 543 - 570 - 598 - 628 - 660

Salary Range Effective 9-1-69 \$ 584 - 613 - 644 - 676 - 710

2. The City of Lodi and the I. B. E. **W.** mutually agree that effective February 1, 1970, the City shall grant dues deduction to City employees who are members of the I.B.E.W., Local 1245, in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations To Implement Provisions of the Employee-Employer Relations Resolution. "

The I. B. E. W. shall indemnify, defend and hold the City

of Lodi harmless against any claims made and against any suit instituted against the City of Lodi ~~on~~ account of check-off of said employee organization's dues. In addition the I.B.E. W. shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

3. (a) The City of Lodi and the I.B.E. W. mutually agree that any Utilities Department employee whose salary range is less than that of Line Foreman and who supervises a crew of three (3) men, including himself, in the performance of line crew work in the electric utility field shall be compensated at the next highest dollar amount in the salary range of Line Foreman which is above said employee's current salary, provided that such time worked is not less than eight (8) hours during one day. **For** the purposes of this Section, line crew work shall not include work assignments that could normally be performed by laborers or groundmen such as ditch digging, spreading gravel, and performing routine system maintenance.

- (b) Any employee performing relief Utility Services Operator **work** shall be compensated for such work at the next higher salary step than that he is receiving in his salary range ~~or~~ exceeding the range established for his class in the event he is at the top step of his range, provided that such time worked is not less than eight (8) hours during one day. Any employee performing such work whose

salary range is the same as ~~or~~ exceeds the range of Utility Services Operator I shall receive no additional compensation.

4. (a) The City of Lodi and the I. B. E. W. mutually agree that the regular hours of work for line crew personnel shall be 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., and the regular work days shall be Monday through Friday with Saturday and Sunday being non-work days. The lunch hour may be commenced at any time between the third and fifth work hour.

(b) Overtime work is work performed by an employee at times other than those normally required for his employment and includes time worked (1) in excess of forty (40) hours in a work week, (2) in excess of eight (8) hours in any work day, (3) time worked outside of regular hours of work on a work day, (~~4~~) time worked on a non-work day, and (5) time worked on a holiday, and such work shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate for the employee's position.

(c) Hours worked on a holiday by employees in the classes of Utility Service Operator I and II as part of said employee's regular work schedule as attached hereto shall be compensated at the rate of time and one-half compensatory time off.

- (d) The City may change the hours of work as stated in paragraph (a) after consultation with the employees and the employee organization involved, provided however, that no change or alteration of hours or schedules will be made for the sole purpose of avoiding the payment of overtime.
- (e) Employees who are required to report for prearranged work on their non-work days, or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than two (2) hours.
- (f) Any employee reporting for prearranged work wholly outside of his regular hours on a regular work day shall be compensated at the overtime rate for actual time worked, but in no event shall he be paid ~~for~~ less than two (2) hours.
- (g) Any employee refusing to work on a holiday after having received forty-eight (48) hours of such work scheduling, and having failed to secure a replacement with management approval, shall not be compensated for that holiday.
- (h) Overtime shall be distributed as equally as possible among those employees in the same classification. No employee shall be required to trade time for the purpose ~~of~~ avoiding payment of overtime.

- (i) If an employee assigned to standby duty is called for emergency work more than once in the twenty-four (24) hour period from Midnight to Midnight, minimum overtime compensation shall be paid only for the first call outside of such employee's regular work hours on work days **or** at any time on his non-work days: for subsequent calls overtime compensation shall be paid for his actual work as herein provided. For the purpose of this section, concurrent calls **or** successive calls without a break in work time shall be considered as a single call. If by reason of a call an employee works less than two (2) hours and into his regular work hours, such call shall not be considered as a first call for the purpose of the minimum overtime compensation.
- (j) Employees assigned to weekly standby duty for emergency calls shall receive a minimum of fifty (\$50) dollars for each week's standby period. Time worked on emergency calls while the employee is in a standby **status** shall be charged against this minimum in accordance with existing overtime compensation per call.
- (k) Employees may exchange work days with other employees in the same classification provided: (1) both employees are agreeable to the exchange; (2) neither employee will work more than forty (40) hours during the work week

involved; and (3) the exchange receives management authorization.

5. The City and the I.B.E.W. mutually agree that when involuntary demotion and/or layoff is required, the following shall be observed:

The City will give permanent employees involved as much notice as possible, but in no event will such employees be given less than one (1) pay period notice of layoff. When probationary employees are to be laid off, no notice of layoff is required. Layoff in all cases due to lack of **work** will be determined by an employee's length of service. An employee whose job is being eliminated may elect to displace an employee in a lower classification, if he is deemed by the City to be qualified to perform the duties of the lower classification, and if **his** length of service is greater than that of the employee in the lower classification. In the event that a journeyman displaces an apprentice, he shall continue to be paid as a journeyman.

6. (a) The City and the I. B. E. W. mutually agree that if the City requires an employee to perform work for one and one-half (1-1/2) hours beyond regular quitting time, or if an employee is called in more than **two** (2) hours before regular starting time, the City will provide such employee with a meal. The City shall continue to pro-

vide meals at four **(4)**hour intervals until employees are dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

(b) When the City requires employees to work on non-work days, the City will provide meals at intervals of four **(4)**hours, the first meal shall be four **(4)**hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at **four (4)**hour intervals thereafter.

(c) When an employee is required to perform prearranged work on non-work days during regular work hours he shall observe the lunch arrangement which prevails on his work days. If such work continues after regular work hours, City shall provide him with meals in accordance with the provisions of (a) hereof.

(d) If City requires an employee to perform prearranged work starting **two (2)** hours **or** more before regular work hours on work days **or** non-work days and such employee continues to work into regular work hours, he shall provide for one meal on the job and City shall provide other meals as required by the duration of the work period. The meals provided for in this

section shall be eaten at approximately the usual times therefor and the usual practice relating to lunch periods on work days shall prevail. The usual times therefor shall be 7:00 a.m. - 12:00 Noon - 6:30 p.m.

(e) When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours he shall be paid overtime compensation for actual work time in connection therewith, provided however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for actual work time up to his regular work hours, (2) on non-work days or on holidays he shall be paid overtime compensation for actual work time in connection therewith. **For** the purpose of this section prearranged work is deemed to be work for which advance notice has been given by the end of his preceding work period on a work day.

7. The City and the I.B.E.W. mutually agree that inability to return to work after an employee's sick leave has been exhausted will be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Rule IX, Section 3, Rules for Personnel Administration, City of Lodi, California.

The City interprets this section as providing that the conditions under which an employee will be restored to employment on the termination of leave of absence shall be stated as clearly as possible at that time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

8. The City will not require work on electric lines or outdoor substations (other than operating functions) in inclement weather, except in cases of emergencies. When employees are prohibited from performing their regular duties because of inclement weather, the City will provide work which can be performed under protection from the weather. Emergencies shall be deemed situations requiring work to prevent risk to life or property or to maintain or restore continuity of regular service to the public.
9. The I. B. E. W., Local 1245 concurs with the existing City policy which provides that no deduction shall be made from the salary of an employee while on jury duty.
10. At such time as the Group Insurance Plan contract is renewed, the City's medical coverage shall be amended to provide the following:

(a)maximum charges for room and board as a part of hospital expenses shall be increased from \$28.00 per day to \$37.00 per day.

(b)the maximum benefit during the lifetime of each insured employee or dependent shall be increased from \$10,000 to \$20,000.

(c)the period of eligibility shall be amended to provide that all full-time employees hired by "Regular Appointment" as defined in Rule VII, Section 8, Rules for Personnel Administration, City of Lodi, California, who are actively at work upon completion of thirty-one (31) calendar days of continuous employment will become insured on that date.

11.. The City and the I.B.E. W. mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his employment he shall not be charged sick leave for the first seven (7) calendar days of said absence. After this initial period, and with the determination that the injury ~~or~~ illness is compensable in accordance with Workmen's Compensation benefit criteria, the employee upon receiving said benefits paid by Workmen's Compensation will also receive compensation from the City in such an amount that when added to the Workmen's Compensation payment will equal his regular salary.

The amount paid by the City will, after the initial seven (7) days, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

12. The City and the I.B.E.W. mutually agree that when an employee has worked for eight (8) hours **or** more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his regular work hours on a work day he shall be entitled to a rest period of eight (8) hours on the completion of such overtime work.

(a) There shall be included as part of the eight (8) hours worked at the overtime rate in such sixteen (16) hour period any meal time to which the employee is entitled when emergency **or** prearranged work is performed, except that any meal time to which he is entitled after being dismissed from work shall not be included in the computation of the eight (8) hour rest period.

(b) **Hours** worked prior to any eight (8) hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

(c) If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours he will receive pay at the straight rate for the extent of the overlap, except that the time taken during such

overlap for any meal to which he is entitled on dismissal shall be paid for at the overtime rate.

(d) If the employee is called back to work during his eight (8) hour rest period a new rest period will commence at the conclusion of such work.

(e) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee may be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day.

(2) If the rest period extends into the second half of his work day, the employee may be excused from reporting for work until the following work day, and in such event he will be paid **for** the time between the expiration of the rest period and his regular quitting time on such day.

(3) In the application of the foregoing, an employee unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his rest period and the reporting time as designated by the applicable subdivision.

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work

hours on a work day without having had a rest period of eight (8) consecutive hours, in which event he shall be paid at the overtime rate for all work performed until he has been relieved from duty for at least eight (8) consecutive hours.

13. (a) The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to insure this, such steps to include but not be limited to:

1. conducting frequent inspections of job site operations:
2. taking necessary steps to protect against job hazards, both unsafe physical conditions, including methods and processes, and unsafe actions of people;
3. continuing "tailgate" safety meetings ~~on~~ all jobs for the purpose of briefing employees on the hazards connected with the work to be performed, to plan work and to emphasize safety in the performance of the work;
4. continuing periodic safety meetings for the purpose of discussing matters related to safety and to provide an opportunity for first aid training.
5. continued management cooperation in the preparation of the agenda for such meetings.

(b) The I. B. E. W., Local **1245**, will cooperate with the City in providing speakers and materials for safety

meetings .

14. The City and the I. B. E. W., mutually agree that the attached schedule "Exhibit I, Proposed Schedule for Utility Plant Operators" shall be the schedule worked by employees in the Utility Service Operator classes. Any changes in said schedule will be upon the approval of the City after consultation with the I. B. E. W., Local 1245, said schedule to become effective at such time as necessary appointments and training programs have been completed.

Except where otherwise provided herein, the terms and conditions of this Memorandum of Understanding shall become effective February 1, 1970.

For the I.B.E.W., Local 1245

For The City of Lodi

Henry B. Lucas
Business Representative

1-21-70
Date

Thos. A. Stinson
Assistant City Manager

1/21/70
Date

James Baber
Shop Steward

1-21-70
Date

EXHIBIT 'I'

| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 0 | 0 | 3 | 3 |
| 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 1 | 1 | 1 | 1 | |
| 1 | 1 | 1 | 1 | 0 | 0 | 3 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 2 | 2 | 2 | |
| 2 | 2 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 0 | 0 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | |

0 = Off

1 = 1st Shift (7:00 AM to 3:00 PM)

2 = 2nd Shift (3:00 PM to 11:00 PM)

3 = 3rd Shift (11:00 PM to 7:00 AM)

1-0 = Man to work 21st Shift when relief man is not available.